

# **MEMORANDUM OF UNDERSTANDING**

**between the**

**Judicial Branch, the Department of Children and Families**

**And Department of Mental Health and Addiction Services**

**OF THE STATE OF CONNECTICUT,**

**And Advanced Behavioral Health, Inc.**

## **I. BACKGROUND**

This Memorandum is a commitment to maintaining a strong collaborative statewide partnership under the Regional Partnership Grant (RPG) to Increase Well-Being of, and to Improve Permanency Outcomes for, Children Affected by Substance Abuse between the Department of Children and Families (DCF) as the state's child welfare agency, the Department of Mental Health and Addiction Services (DHMAS) as the lead state agency for adult behavioral health services, the Judicial Branch, specifically the Superior Court for Juvenile Matters, responsible for child protection, termination of parental rights, families with service needs and delinquency matters, and Advanced Behavioral Health, Inc. (ABH<sup>®</sup>), the nonprofit administrative services organization for the provision of substance abuse treatment services and early childhood consultation services. This MOU continues the collaborative partnership that was formed among the parties in 2008 when the partners applied for and were awarded an In Depth Technical Assistance Grant from the National Center for Substance Abuse and Child Welfare and has remained fully functional since then. Under this MOU the services provided by RSVP will be expanded to include trauma screening for children and to create linkages to evidence based early childhood treatment services for families within a recovery supports model. This MOU demonstrates Connecticut's commitment to the RPG grant and as such:

Maintains a formal commitment between the parties to work collaboratively to enhance and improve the state and local infrastructure on behalf of children and families that are:

- 1) Involved in the child welfare system;
- 2) In need of services related to a substance use disorder and family centered treatment services; and
- 3) Subject to the jurisdiction of the court system.

## **II. STATEMENT OF SHARED VALUES**

The collaborative partners agree to the following shared values and guiding principles:

- No one organization or system can address all of the child and family well-being, permanency, safety or substance use problems facing families and communities.

- Effective collaboration requires that individuals, families, systems and communities value diverse perspectives but seek to establish a common purpose that creates a shared vision for all. Policies, programs and practices for children, adolescents and parents affected by substance abuse and addiction should be gender-appropriate, responsive to their strengths, needs, culture, and ethnic identities, and address intergenerational abuse and neglect.
- Substance use disorders must be addressed in the context of other issues which may be affecting the child, adolescent and /or caregiver, including parenting, domestic violence, physical health, mental health, criminal justice involvement, nutrition, housing, family services, education, and employment.
- Early and effective intervention for substance use disorders and related problems among families involved with Child Protective Services (CPS) contributes to better outcomes related to safety, child and family well-being and permanency.

### **III. GOALS OF THE COLLABORATIVE PARTNERS**

The goals of the collaborative partners include:

1. Implementing an integrated system of care for families that addresses multi-system policies, procedures and practices resulting in improved access to services for children and their parents and collateral supports;
2. Increasing the systems' capacities to better serve families impacted by substance use disorders through improved communication and information exchange among systems, practitioners, communities, consumers and families;
3. Developing a system of joint, multidisciplinary training that promotes cross-agency understanding of evidence-based interventions, children's mental health, child development and well-being, the impact of substance use on parenting, and culturally and gender-appropriate service delivery;
4. Establishing mechanisms that promote more timely access to information across systems resulting in improved individual, program and system outcomes;
5. Facilitating ongoing communication and collaborative problem resolution for concerns and issues raised by the parties; and
6. Developing and implementing a rigorous system of evaluating defined outcomes for children and their families.

### **IV. ROLES AND RESPONSIBILITIES OF THE COLLABORATIVE PARTNERS**

#### **A. Lead Agency Designation**

The parties agree to participate and be mutually responsible for the implementation of the provisions of this Agreement.

1. Lead Agency –DCF. DCF is the state agency that provides child protection and behavioral health services to children and families. For the purposes of the RPG grant, DCF shall serve as lead agency. In this capacity, DCF shall be responsible for administering the cooperative agreement. To do so DCF will continue to maintain a

strong partnership with the other parties to this MOU. DCF will take responsibility for administering the grant and coordinating meetings, in addition to coordinating all information and reporting requirements of the project. To the extent permitted by law, all parties agree to provide DCF with appropriate materials and a timely response to meet deadlines for meetings and other requirements and DCF agrees to meet its obligations and deadlines in a timely manner. In addition, DCF will provide trauma focused evidence based assessment and treatment services to children affected by substance abuse through its network of contracted community based providers.

## **B. Collaborative Partners**

1. DMHAS is the state agency responsible for the delivery of substance abuse services to Connecticut's adults (ages 18+). As such, DHMAS will participate in the RPG grant as a full partner and ensure that timely substance abuse assessment and treatment services are available to all parents served by the grant through its network of community based treatment providers known as Project SAFE. Project SAFE is a statewide program designed to provide priority access to substance abuse evaluations and outpatient treatment for adult caregivers involved in child protective services cases. In addition, DHMAS will share data and information, to the extent allowed by federal and state law to inform and document the activities and outcomes of the grant.

2. ABH<sup>®</sup> is a non-profit behavioral health management company that specializes in administrative services such as utilization management, provider network administration and claims processing, research and dissemination of best practices, health information technology, and data management. As the administrative services organization (ASO) for Project SAFE, ABH<sup>®</sup> provides a system of referrals and claims payment, as well as network, utilization, and case management services. ABH<sup>®</sup> administers the Recovery Specialist Voluntary Program (RSVP) to help individuals referred through Project SAFE engage in treatment, obtain referrals for basic needs, and sustain recovery. RSVP, currently piloted in Bridgeport, New Britain, and Willimantic, is a free, voluntary program for parents/caregivers who have had a child removed by an Order of Temporary Custody (OTC) and need support for recovery from substance abuse. RSVP is administered by ABH<sup>®</sup> and funded by DMHAS and DCF. ABH<sup>®</sup> will participate in the grant as a full partner and will continue to provide staffing, case management and utilization oversight for RSVP. ABH<sup>®</sup> also administers the Early Childhood Consultation Partnership (ECCP) which provides consultation, prevention, and early identification of social emotional problems in young children. ABH<sup>®</sup> will provide training and consultation to RSVP staff and families with young children. In addition, ABH<sup>®</sup> will collect and share data and information, to the extent allowed by federal and state law, to inform and document the activities and outcomes of the grant.

3. The Judicial Branch is the branch of government responsible for the administration of justice on the state level. The Judicial Branch is a unified state court system. The Juvenile Matters Division of the Superior Court is responsible for all child protection proceedings, including temporary removal, neglect and abuse adjudications and dispositions, permanency reviews and termination of parental rights (TPR). Beginning in October 2012, Juvenile Matters will have jurisdiction over adoption where the TPR was filed and ordered in the Juvenile Court. The

Judicial Branch will participate as a full partner and as such will provide access to the RSVP program to existing and future juvenile matters court locations included in the program and will coordinate with RSVP to encourage referrals to the program and provide case management and monitoring for cases in which the parent(s) are involved in the program to ensure timely case resolution. The Judicial Branch will support referral for and use of trauma informed evidence based practices (EBP) that provide assessment and treatment to children and their families. In addition, the Judicial Branch will collect and share data and information, to the extent allowed by federal and state law, to inform and document the activities and outcomes of the grant.

### **C. Core Team**

Representatives from DCF, DMHAS, the Judicial Branch, and ABH<sup>®</sup>, Inc. shall comprise the Core Team and act in an executive capacity for the grant.

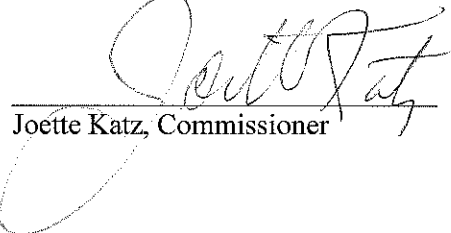
### **V. IT IS MUTALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE COOPERATORS THAT:**

1. This Memorandum in no way restricts participants from involvement in similar activities with other public and private agencies, organizations, and individuals.
2. Nothing in the Memorandum shall be construed to obligate agencies to expend funds or to provide resources or be involved in any obligation for future payment of money or provision of resources.
3. Amendment within the scope of this Memorandum shall be made by formal consent of all parties, by the issuance of a written amendment, signed and dated by the parties, prior to any changes becoming effective.
4. Any party (or parties), in writing, may withdraw from this Memorandum in whole, or in part, at any time.
5. This instrument is neither a fiscal nor a funds-obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for federal procurement, assistance, and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority.

### **VI. EFFECTIVE DATE**


IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Understanding as evidenced by their signatures below. The Memorandum of Understanding is effective upon the date of the final signature.

CONNECTICUT DEPARTMENT OF CHILDREN AND FAMILIES

  
Joette Katz, Commissioner

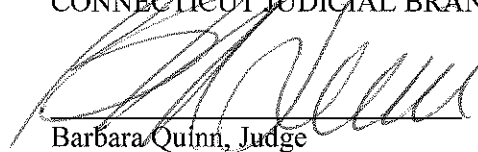
July 9, 2012  
Date

CONNECTICUT DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES

  
Patricia Rehmer, Commissioner  
Paul D. Lee Deputy


7/10/12  
Date

CONNECTICUT JUDICIAL BRANCH

  
Barbara Quinn, Judge  
Chief Court Administrator

7/11/2012  
Date

ADVANCED BEHAVIORAL HEALTH, INC

  
Samuel Moy,  
President Advanced Behavioral Health, Inc.

7/10/12  
Date